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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

REBECCA PADILLA and
KIMBERLY OWENS, individually
and on behalf of class of similarly
situation individuals,

Plaintiff,

v.

SEQUEL NATURALS ULC, a
Canadian company, and VEGA US
LLC, a Delaware limited liability
company,

Defendants.

Case No. 2:18-CV-09327 JAK (JCx)

STIPULATED PROTECTIVE
ORDER

1. A. PURPOSES AND LIMITATIONS

As the parties have represented that discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted, this Court enters the following Protective Order. This Order does not confer blanket protections on all disclosures or responses to discovery. The protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the

1 applicable legal principles. Further, as set forth in Section 12.3, below, this Protective
2 Order does not entitle the parties to file confidential information under seal. Rather,
3 when the parties seek permission from the court to file material under seal, the parties
4 must comply with Civil Local Rule 79-5 and with any pertinent orders of the assigned
5 District Judge and Magistrate Judge.

6 B. GOOD CAUSE STATEMENT

7 In light of the nature of the claims and allegations in this case and the parties'
8 representations that discovery in this case will involve the production of confidential
9 records, and in order to expedite the flow of information, to facilitate the prompt
10 resolution of disputes over confidentiality of discovery materials, to adequately
11 protect information the parties are entitled to keep confidential, to ensure that the
12 parties are permitted reasonable necessary uses of such material in connection with
13 this action, to address their handling of such material at the end of the litigation, and
14 to serve the ends of justice, a protective order for such information is justified in this
15 matter. The parties shall not designate any information/documents as confidential
16 without a good faith belief that such information/documents have been maintained in
17 a confidential, non-public manner, and that there is good cause or a compelling reason
18 why it should not be part of the public record of this case.

19 2. DEFINITIONS

20 2.1 Action: The instant action: *Padilla, et al. v. Sequel Naturals ULC, et.*
21 *al*, Case No. 18-cv-09327 JAK(JCx), United States District Court for the Central
22 District of California.

23 2.2 Challenging Party: a Party or Non-Party that challenges the designation
24 of information or items under this Order.

25 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
26 how it is generated, stored or maintained) or tangible things that qualify for protection
27 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
28 Cause Statement.

1 2.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”

2 Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items,
3 the disclosure of which to another Party or Non-Party would create a substantial risk
4 of serious harm that could not be avoided by less restrictive means.

5 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
6 support staff).

7 2.6 Designating Party: a Party or Non-Party that designates information or
8 items that it produces in disclosures or in responses to discovery as
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
10 ONLY.”

11 2.7 Disclosure or Discovery Material: all items or information, regardless
12 of the medium or manner in which it is generated, stored, or maintained (including,
13 among other things, testimony, transcripts, and tangible things), that are produced or
14 generated in disclosures or responses to discovery in this matter.

15 2.8 Expert: a person with specialized knowledge or experience in a matter
16 pertinent to the litigation who has been retained by a Party or its counsel to serve as
17 an expert witness or as a consultant in this Action.

18 2.9 House Counsel: attorneys who are employees of a party to this Action
19 or related entity. House Counsel does not include Outside Counsel of Record or any
20 other outside counsel.

21 2.10 Non-Party: any natural person, partnership, corporation, association, or
22 other legal entity not named as a Party to this action.

23 2.11 Outside Counsel of Record: attorneys who are not employees of a party
24 to this Action but are retained to represent or advise a party to this Action and have
25 appeared in this Action on behalf of that party or are affiliated with a law firm which
26 has appeared on behalf of that party, and includes support staff.

27

28

1 2.12 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 2.14 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)
9 and their employees and subcontractors.

10 2.15 Protected Material: any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL --
12 ATTORNEYS’ EYES ONLY.”

13 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
14 from a Producing Party.

15 3. SCOPE

16 The protections conferred by this Order cover not only Protected Material (as
17 defined above), but also (1) any information copied or extracted from Protected
18 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
19 and (3) any deposition testimony, conversations, or presentations by Parties or their
20 Counsel that might reveal Protected Material, other than during a court hearing or at
21 trial.

22 Any use of Protected Material during a court hearing or at trial shall be
23 governed by the orders of the presiding judge. This Order does not govern the use of
24 Protected Material during a court hearing or at trial.

25 4. DURATION

26 Even after final disposition of this litigation, the confidentiality obligations
27 imposed by this Order shall remain in effect until a Designating Party agrees
28 otherwise in writing or a court order otherwise directs. Final disposition shall be

1 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
2 or without prejudice; and (2) final judgment herein after the completion and
3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
4 including the time limits for filing any motions or applications for extension of time
5 pursuant to applicable law.

6 5. DESIGNATING PROTECTED MATERIAL

7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

8 Each Party or Non-Party that designates information or items for protection under this
9 Order must take care to limit any such designation to specific material that qualifies
10 under the appropriate standards. The Designating Party must designate for protection
11 only those parts of material, documents, items, or oral or written communications that
12 qualify so that other portions of the material, documents, items, or communications
13 for which protection is not warranted are not swept unjustifiably within the ambit of
14 this Order.

15 Mass, indiscriminate, or routinized designations are prohibited. Designations
16 that are shown to be clearly unjustified or that have been made for an improper
17 purpose (e.g., to unnecessarily encumber the case development process or to impose
18 unnecessary expenses and burdens on other parties) may expose the Designating Party
19 to sanctions.

20 If it comes to a Designating Party's attention that information or items that it
21 designated for protection do not qualify for protection, that Designating Party must
22 promptly notify all other Parties that it is withdrawing the inapplicable designation.

23 5.2 Manner and Timing of Designations. Except as otherwise provided in
24 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
25 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
26 under this Order must be clearly so designated before the material is disclosed or
27 produced.

28 ///

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic
3 documents, but excluding transcripts of depositions), that the Producing Party affix at
4 a minimum, the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL --
5 ATTORNEYS' EYES ONLY" to each page that contains protected material. If only
6 a portion or portions of the material on a page qualifies for protection, the Producing
7 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
8 markings in the margins).

9 A Party or Non-Party that makes original documents available for inspection
10 need not designate them for protection until after the inspecting Party has indicated
11 which documents it would like copied and produced. During the inspection and before
12 the designation, all of the material made available for inspection shall be deemed
13 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
14 copied and produced, the Producing Party must determine which documents, or
15 portions thereof, qualify for protection under this Order. Then, before producing the
16 specified documents, the Producing Party must affix the "CONFIDENTIAL", or
17 "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES ONLY" legend to each page
18 that contains Protected Material. If only a portion or portions of the material on a
19 page qualifies for protection, the Producing Party also must clearly identify the
20 protected portion(s) (e.g., by making appropriate markings in the margins).

21 (b) for testimony given in depositions that the Designating Party identifies
22 on the record, before the close of the deposition as protected testimony.

23 (c) for information produced in some form other than documentary and for
24 any other tangible items, that the Producing Party affix in a prominent place on the
25 exterior of the container or containers in which the information is stored the legend
26 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL -- ATTORNEYS' EYES
27 ONLY." If only a portion or portions of the information warrants protection, the
28 Producing Party, to the extent practicable, shall identify the protected portion(s).

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive the
3 Designating Party's right to secure protection under this Order for such material.
4 Upon timely correction of a designation, the Receiving Party must make reasonable
5 efforts to assure that the material is treated in accordance with the provisions of this
6 Order.

7 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time that is consistent with the Court's
10 Scheduling Order.

11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
12 resolution process under Local Rule 37-1 et seq.

13 6.3 The burden of persuasion in any such challenge proceeding shall be on
14 the Designating Party. Frivolous challenges, and those made for an improper purpose
15 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
16 expose the Challenging Party to sanctions. Unless the Designating Party has waived
17 or withdrawn the confidentiality designation, all parties shall continue to afford the
18 material in question the level of protection to which it is entitled under the Producing
19 Party's designation until the Court rules on the challenge.

20 7. ACCESS TO AND USE OF PROTECTED MATERIAL

21 7.1 Basic Principles. A Receiving Party may use Protected Material that is
22 disclosed or produced by another Party or by a Non-Party in connection with this
23 Action only for prosecuting, defending, or attempting to settle this Action. Such
24 Protected Material may be disclosed only to the categories of persons and under the
25 conditions described in this Order. When the Action has been terminated, a Receiving
26 Party must comply with the provisions of Section 13 below.

1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
9 as employees of said Outside Counsel of Record to whom it is reasonably necessary
10 to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of the
12 Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom
14 disclosure is reasonably necessary for this Action and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (d) the court and its personnel;

17 (e) private court reporters and their staff to whom disclosure is reasonably
18 necessary for this Action and who have signed the “Acknowledgment and Agreement
19 to Be Bound” (Exhibit A);

20 (f) professional jury or trial consultants, mock jurors, and Professional
21 Vendors to whom disclosure is reasonably necessary for this Action and who have
22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a
24 custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the
26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
27 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”
28 (Exhibit A); and (2) they will not be permitted to keep any confidential information

1 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
2 unless otherwise agreed by the Designating Party or ordered by the court. Pages of
3 transcribed deposition testimony or exhibits to depositions that reveal Protected
4 Material may be separately bound by the court reporter and may not be disclosed to
5 anyone except as permitted under this Protective Order; and

6 (i) any mediator or settlement officer, and their supporting personnel,
7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
9 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
10 writing by the Designating Party, a Receiving Party may disclose any information or
11 item designated “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
13 employees of said Outside Counsel of Record to whom it is reasonably necessary to
14 disclose the information for this Action;

15 (b) Experts (as defined in this Order) of the Receiving Party to whom
16 disclosure is reasonably necessary for this Action and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (c) the court and its personnel;

19 (d) private court reporters and their staff to whom disclosure is reasonably
20 necessary for this Action and who have signed the “Acknowledgment and Agreement
21 to Be Bound” (Exhibit A);

22 (e) professional jury or trial consultants, mock jurors, and Professional
23 Vendors to whom disclosure is reasonably necessary for this Action and who have
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (f) the author or recipient of a document containing the information or a
26 custodian or other person who otherwise possessed or knew the information; and

27 (g) any mediator or settlement officer, and their supporting personnel, mutually
28 agreed upon by any of the parties engaged in settlement discussions.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
2 PRODUCED IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
6 ONLY,” that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification shall
8 include a copy of the subpoena or court order unless prohibited by law;

9 (b) promptly notify in writing the party who caused the subpoena or order
10 to issue in the other litigation that some or all of the material covered by the subpoena
11 or order is subject to this Protective Order. Such notification shall include a copy of
12 this Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued
14 by the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with
16 the subpoena or court order shall not produce any information designated in this action
17 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
18 ONLY” before a determination by the court from which the subpoena or order issued,
19 unless the Party has obtained the Designating Party’s permission, or unless otherwise
20 required by the law or court order. The Designating Party shall bear the burden and
21 expense of seeking protection in that court of its confidential material and nothing in
22 these provisions should be construed as authorizing or encouraging a Receiving Party
23 in this Action to disobey a lawful directive from another court.

24 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
25 PRODUCED IN THIS LITIGATION

26 (a) The terms of this Order are applicable to information produced by a
27 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
28 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” Such information produced by

1 Non-Parties in connection with this litigation is protected by the remedies and relief
2 provided by this Order. Nothing in these provisions should be construed as
3 prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request, to
5 produce a Non-Party's confidential information in its possession, and the Party is
6 subject to an agreement with the Non-Party not to produce the Non-Party's
7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the Non-Party
9 that some or all of the information requested is subject to a confidentiality agreement
10 with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the Protective Order
12 in this Action, the relevant discovery request(s), and a reasonably specific description
13 of the information requested; and

14 (3) make the information requested available for inspection by the Non-
15 Party, if requested.

16 (c) If a Non-Party represented by counsel fails to commence the process
17 called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice
18 and accompanying information or fails contemporaneously to notify the Receiving
19 Party that it has done so, the Receiving Party may produce the Non-Party's
20 confidential information responsive to the discovery request. If an unrepresented
21 Non-Party fails to seek a protective order from this court within 14 days of receiving
22 the notice and accompanying information, the Receiving Party may produce the Non-
23 Party's confidential information responsive to the discovery request. If the Non-Party
24 timely seeks a protective order, the Receiving Party shall not produce any information
25 in its possession or control that is subject to the confidentiality agreement with the
26 Non-Party before a determination by the court unless otherwise required by the law
27 or court order. Absent a court order to the contrary, the Non-Party shall bear the
28 burden and expense of seeking protection in this court of its Protected Material.

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Protective Order, the Receiving Party must immediately (a) notify in writing the
5 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
6 all unauthorized copies of the Protected Material, (c) inform the person or persons to
7 whom unauthorized disclosures were made of all the terms of this Order, and
8 (d) request such person or persons to execute the “Acknowledgment and Agreement
9 to Be Bound” (Exhibit A).

10 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
11 PROTECTED MATERIAL

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other protection,
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
16 may be established in an e-discovery order that provides for production without prior
17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
18 parties reach an agreement on the effect of disclosure of a communication or
19 information covered by the attorney-client privilege or work product protection, the
20 parties may incorporate their agreement into this Protective Order.

21 12. MISCELLANEOUS

22 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
23 person to seek its modification by the Court in the future.

24 12.2 Right to Assert Other Objections. No Party waives any right it otherwise
25 would have to object to disclosing or producing any information or item on any
26 ground not addressed in this Protective Order. Similarly, no Party waives any right
27 to object on any ground to use in evidence of any of the material covered by this
28 Protective Order.

1 12.3 Filing Protected Material. A Party that seeks to file under seal any
2 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
3 orders of the assigned District Judge and Magistrate Judge. Protected Material may
4 only be filed under seal pursuant to a court order authorizing the sealing of the specific
5 Protected Material at issue. If a Party's request to file Protected Material under seal
6 is denied by the court, then the Receiving Party may file the information in the public
7 record unless otherwise instructed by the court.

8 13. FINAL DISPOSITION

9 After the final disposition of this Action, as defined in Section 4, within 60 days
10 of a written request by the Designating Party, each Receiving Party must return all
11 Protected Material to the Producing Party or destroy such material. As used in this
12 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
13 summaries, and any other format reproducing or capturing any of the Protected
14 Material. Whether the Protected Material is returned or destroyed, the Receiving
15 Party must submit a written certification to the Producing Party (and, if not the same
16 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
17 (by category, where appropriate) all the Protected Material that was returned or
18 destroyed and (2) affirms that the Receiving Party has not retained any copies,
19 abstracts, compilations, summaries or any other format reproducing or capturing any
20 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
21 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
22 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
23 reports, attorney work product, and consultant and expert work product, even if such
24 materials contain Protected Material. Any such archival copies that contain or
25 constitute Protected Material remain subject to this Protective Order as set forth in
26 Section 4.

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

It is so stipulated

Dated: June 25, 2019

DLA PIPER US LLP

By /s/ Angela C. Agrusa
 Angela C. Agrusa
 Tamany Vinson-Bentz
Attorneys for Defendants Sequel Natural
ULC and Vega US LLC

Dated: June 25, 2019

CAPSTONE LAW APC

By /s/ Mark Ozzello
 Mark Ozzello
 Tarek H. Zohdy
 Cody R. Padgett
 Trisha K. Monesi
*Attorneys for Plaintiffs Rebecca Padilla and
 Kimberly Owens*

IT IS SO ORDERED.

DATED: June 28, 2019

/s/
Honorable Jacqueline Chooljian
United States Magistrate Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3
4 I, _____ [print or type full name], of _____
5 _____ [print or type full address], declare under penalty of perjury
6 that I have read in its entirety and understand the Protective Order that was issued
7 by the United States District Court for the Central District of California on June 28,
8 2019, in the case of *Padilla, et al. v. Sequel Naturals ULC, et. al*, Case No. 18-cv-
9 09327 JAK(JCx). I agree to comply with and to be bound by all the terms of this
10 Protective Order and I understand and acknowledge that failure to so comply could
11 expose me to sanctions and punishment in the nature of contempt. I solemnly
12 promise that I will not disclose in any manner any information or item that is subject
13 to this Protective Order to any person or entity except in strict compliance with the
14 provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Central District of California for the purpose of enforcing the terms of this
17 Protective Order, even if such enforcement proceedings occur after termination of
18 this action. I hereby appoint _____ [print or type full
19 name] of _____ [print or type full address
20 and telephone number] as my California agent for service of process in connection
21 with this action or any proceedings related to enforcement of this Protective Order.

22 Date: _____

23 City and State where sworn and signed: _____

24
25 Printed name: _____

26
27 Signature: _____